

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

IMPORTANT Mark all packages and papers with cont. and/or order numbers

1 9

1 DATE OF ORDER 04/03/2012		2 CONTRACT NO (if any) GS-35F-4342D		6 SHIP TO a NAME OF CONSIGNEE NVFEL - Shipping and Receiving			
3 ORDER NO EP-G12B-00045		4 REQUISITION/REFERENCE NO PR-OAR-12-00861					
5 ISSUING OFFICE (Address correspondence to) OAR NVFEL SACO US Environmental Protection Agency USEPA Purchasing 2565 Plymouth Road Mail Code PURCH Ann Arbor MI 48105				b STREET ADDRESS US Environmental Protection Agency National Vehicle and Fuel Emissions 2565 Plymouth Road			
7 TO (b)(4)				c CITY Ann Arbor	d STATE MI		
				e ZIP CODE 48105			
8 NAME OF CONTRACTOR PROMARK TECHNOLOGY, INC.				f SHIP VIA			
b COMPANY NAME				8. TYPE OF ORDER			
c STREET ADDRESS 10900 PUMP HOUSE ROAD SUITE B 8006340255				<input type="checkbox"/> a PURCHASE REFERENCE YOUR RFQ661747-WSB <input checked="" type="checkbox"/> b DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract			
d CITY ANNAPOLIS JUNCTION		e STATE MD	f ZIP CODE 207011102	Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet if any, including delivery as indicated			
9 ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE Advanced Technology Division			
11 BUSINESS CLASSIFICATION (Check appropriate box(es))							
<input checked="" type="checkbox"/> a SMALL <input type="checkbox"/> b OTHER THAN SMALL <input type="checkbox"/> c DISADVANTAGED <input type="checkbox"/> d WOMEN-OWNED <input type="checkbox"/> e HUBZone <input type="checkbox"/> f SERVICE-DISABLED <input type="checkbox"/> g WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> h ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> i VETERAN-OWNED <input type="checkbox"/> j ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM							
12 F.O.B. POINT Destination							
13 PLACE OF		14. GOVERNMENT B/L NO		15 DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days After Award			
a INSPECTION Destination		b ACCEPTANCE Destination		16. DISCOUNT TERMS			
17. SCHEDULE (See reverse for Rejections)							
ITEM NO (a)	SUPPLIES OR SERVICES (b)		QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: (b)(4) Project Officer: Fazal Mahmud 734-214-4889 TOPO: Fazal Mahmud Continued ...						
18 SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20 INVOICE NO		17(h) TOTAL (Cont pages)	
21. MAIL INVOICE TO.							
a. NAME RTP Finance Center						\$40,690.00	
b STREET ADDRESS (for PO Box) US Environmental Protection Agency RTP-Finance Center Mail Drop D143-02 109 TW Alexander Drive						\$40,690.00	
c CITY Durham						d STATE NC	e ZIP CODE 27711
22 UNITED STATES OF AMERICA BY (Signature) 03 APR 2012 AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION NOT USABLE						23 NAME (Typed) Annette Niedermier TITLE CONTRACTING/ORDERING OFFICER	

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

2

IMPORTANT Mark all packages and papers with contract and/or order numbers

DATE OF ORDER

CONTRACT NO

04/03/2012

GS-35F-4342D

ORDER NO

EP-G12B-00045

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Admin Office: OAR NVFEL SACO US Environmental Protection Agency USEPA Purchasing 2565 Plymouth Road Mail Code PURCH Ann Arbor MI 48105					
0001	Item # 1: Manufacturer Product # FS7N5SGA700F4A Quantity: 2(two) Description - NSS GA700: Includes Fibre Channel and iSCSI host connections. Two (2) nodes required to support high availability. Includes thin provisioning, mirroring, TimeMark snapshots, and replication. Supports certified 3rd-party disk arrays. Includes 24GB RAM, 4x 8Gbps FC ports, 4x 1Gbps Ethernet ports per node. Requires at least one (1) Storage Capacity license. Includes Windows/Linux file system snapshot agents. Includes Windows/Linux database/application snapshot & recovery agents. Includes Dynapath for Windows/Linux multi-pathingIncludes iSCSI Boot Option. Includes Central Client Manager. Includes Application Snapshot Director for VMware ESX. Includes FalconStor Storage Replication Adapter (SRA) for VMware vCenter Site Recovery Manager. Includes Multi-Site Cluster Adapter for WindowsIncludes RecoverTrac for P2P, P2V, V2P or V2V recovery. Includes SafeCache and Hotzone Item # 2: Manufacturer Product # FS-NCDTSAGLD-G Quantity: 1 (One) Description: Appliance Gold Maintenance: Appliance maintenance includes periodic software maintenance updates, minor software version upgrades (e.g. 6.0 to 6.15) and Technical Support via online, email, fax and telephone for one (1) year. Continued ...	1	EA	40,690.00	40,690.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$40,690.00

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OPTIONAL FORM 348 (Rev. 4/2006)

Prescribed by GSA FAR (48 CFR) 53.213(f)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

3

IMPORTANT Mark all packages and papers with contract and/or order numbers

DATE OF ORDER

CONTRACT NO

ORDER NO

04/03/2012

GS-35F-4342D

EP-G12B-00045

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Support is provided 24x7 (including holidays). Includes hardware warranty and 4-hour onsite parts replacement for one (1) year.</p> <p>Item # 3: Onsite installation and configuration. See attached Statment of Work.</p> <p>Accounting Info: 12-13-C-56D2-102A61-2515-1256L2E042-C0 1 BFY: 12 EFY: 13 Fund: C Budget Org: 56D2 Program (PRC): 102A61 Budget (BOC): 2515 Job #: LSLMIABS DCN - Line ID: 1256L2E042-001 Funding Flag: Partial Funded: \$40,690.00</p> <p>The obligated amount of award: \$40,690.00. The total for this award is</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

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Prescribed by GSA FPMR (48 CFR) 53.213(f)

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Statement of Work

Preliminary Environment Assessment and Preparation

- The FalconStor certified vendor will determine details of Ethernet and Fibre Channel environments including:
 - FalconStor NSS Gateways Ethernet LAN and IP addresses scheme
 - FalconStor NSS Gateways connectivity to NexSan storage systems' connectivity via Ethernet and Fibre Channel
 - NexSan storage connectivity (Fibre Channel)
- Connect NSS Gateways (at least temporarily) to LAN for management
- Connect to existing FalconStor NSS Gateways (via Ethernet LAN and FC fabric)
- Using NSS Gateways, adjust storage resources to separate existing storage resources to separate storage systems.
- Through remote session (WebEx, if required) pre-configure NexSan RAID array allowing for RAID set creation to complete
- EPA will ensure availability of rack space, power, LAN connectivity and Fibre Channel connectivity

On-Site Installation and Testing

- The FalconStor certified vendor assess physical environment and hardware installation areas for FalconStor NSS Gateways, NexSan SATABeast/SATAbay and appropriate connectivity
- The FalconStor certified vendor will install FalconStor NSS Gateways (two) in active-active failover mode and ensure proper operation via Ethernet LAN and FC fabric
- The FalconStor certified vendor will provision NexSan SATABeast storage to FalconStor NSS Gateways
- The FalconStor certified vendor will virtualize provisioned storage and finalize setup of FalconStor NSS Gateways
- The FalconStor certified vendor will finalize network (LAN) side IP scheme for FalconStor NSS Gateways and NexSan SATABeast management with EPA support
- The FalconStor certified vendor will run proper tests with NSS Gateways and gather performance metrics and deliver to the EPA
- The FalconStor certified vendor will run tests for active-active failover for NSS Gateways and gather performance metrics and deliver to the EPA

Knowledge Transfer

The FalconStor certified vendor will transfer knowledge and technical information as outlined below:

- The FalconStor certified vendor will provide:
 - A list of online trainings, relevant to NSS Gateway management, at FalconStor's website prior to the knowledge transfer
 - Basic administration training for FalconStor NSS gateway appliances and all software within the scope of the engagement (professional services) including the NexSan SATABeast/SATAbay storage virtualization

- The FalconStor certified vendor will provide startup and Shutdown procedures for NSS gateways
- The FalconStor certified vendor will provide instruction on procedures for obtaining FalconStor technical support
- The FalconStor certified vendor will provide a binder with all the details for this engagement, including technical configurations of each integrated components as well as the whole functionality of the SAN storage system (FalconStorNSS Gateway+Nexsan+FC fabric)

- **Documentation**

The FalconStor certified vendor will provide the following:

- Support contact information
- Place all relevant documentation relevant to EPA setup on file at the FalconStor certified vendor's site and itself

52.204-4 Printed or Copied Double-Sided on Recycled Paper. (AUG 2000)

(a) *Definitions.* As used in this clause—

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as—

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

"Printed or copied double-sided" means printing or reproducing a document so that information is on both sides of a sheet of paper.

"Recovered material," for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as—

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer

printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

EPAAR 1552.211-79 Compliance with EPA Policies for Information Resources Management. (OCT 2000)

(a) *Definition.* Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

- (1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.
- (2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.
- (3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.
- (4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) *General.* The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) *IRM policies, standards and procedures.* The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) *Groundwater program IRM requirement.* A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A—*Minimum Set of Data Elements for Groundwater*.

(3) *EPA computing and telecommunications services.* The Enterprise Technology Services Division (ETSD) *Operational Directives Manual* contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov/etsd/directives.nsf>)

(c) *Printed documents.* Documents listed in (b)(1) and (b)(2) may be obtained from: U.S. Environmental Protection Agency Office of Administration Facilities Management and Services Division Distribution Section Mail Code: 3204 1200 Pennsylvania Ave., NW., Washington, DC 20460 Phone: (202) 260-5797

(d) *Electronic access.* A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

(End of clause)

1552.233-70 Notice of filing requirements for agency protests. (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103 (d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

1552.235-79 Release of contractor confidential business information (Apr 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 CFR Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of clause)

ORDER FOR SUPPLIES OR SERVICES

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IMPORTANT Mark all packages and papers with contract and/or order numbers

1 DATE OF ORDER 06/21/2012		2 CONTRACT NO. (If any) GS-35F-4342D		5. SHIP TO: a NAME OF CONSIGNEE NVFEL - Shipping and Receiving	
3 ORDER NO. EP-G12B-00052		4 REQUISITION/REFERENCE NO. PR-OAR-12-01540			
5 ISSUING OFFICE (Address correspondence to) OAR NVFEL SACO US Environmental Protection Agency USEPA Purchasing 2565 Plymouth Road Mail Code PURCH Ann Arbor MI 48105				b STREET ADDRESS US Environmental Protection Agency National Vehicle and Fuel Emissions 2565 Plymouth Road	
7 TO: (b)(4)				c CITY Ann Arbor	d STATE MI
8 NAME OF CONTRACTOR PROMARK TECHNOLOGY, INC.				e ZIP CODE 48105	
b COMPANY NAME				f. SHIP VIA	
c STREET ADDRESS 10900 PUMP HOUSE ROAD SUITE B				g. TYPE OF ORDER <input type="checkbox"/> a PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
d CITY ANNAPOLIS JUNCTION				e. STATE MD	
f. ZIP CODE 207011102				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
9 ACCOUNTING AND APPROPRIATION DATA See Schedule				10 REQUISITIONING OFFICE OAR NVFEL SACOS	
11 BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a SMALL <input type="checkbox"/> b OTHER THAN SMALL <input type="checkbox"/> c DISADVANTAGED <input type="checkbox"/> d WOMEN-OWNED <input type="checkbox"/> e HUBZone <input type="checkbox"/> f SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> h ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)				12 FOB POINT Destination	
13 PLACE OF a INSPECTION Destination		b ACCEPTANCE Destination		14. GOVERNMENT B/L NO	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 06/26/2012	
				16. DISCOUNT TERMS	
17. SCHEDULE (See reverse for Rejections)					
ITEM NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	DUNS Number: (b)(4) Project Officer: Fazel Mahmud (734) 214-4889 TOPO: Fazel Mahmud Continued ...				
18 SHIPPING POINT		19 GROSS SHIPPING WEIGHT		20 INVOICE NO	
21 MAIL INVOICE TO					
a NAME RTP Finance Center				\$29,776.00	
b. STREET ADDRESS (or P.O. Box) US Environmental Protection Agency RTP-Finance Center (D143-02) 109 TW Alexander Drive				\$29,776.00	
c CITY Durham		d STATE NC	e. ZIP CODE 27711		
22 UNITED STATES OF AMERICA BY (Signature) 21 JUN 2012				23. NAME (Typed) Annette Niedermier TITLE CONTRACTING/ORDERING OFFICER	

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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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06/21/2012

GS-35F-4342D

EP-G12B-00052

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Admin Office: OAR NVFEL SACO US Environmental Protection Agency USEPA Purchasing 2565 Plymouth Road Mail Code PURCH Ann Arbor MI 48105 Accounting Info: 11-12-C-56D2-101A61C-2512-LSLMICBS-1156L1E09 6-001 BFY: 11 EFY: 12 Fund: C Budget Org: 56D2 Program (PRC): 101A61C Budget (BOC): 2512 Job #: LSLMICBS DCN - Line ID: 1156L1E096-001					
0001	Maintenance Renewal of the following FalconStor equipment: Quantity Product Number Description 2 FS-NSSTSAGLD-G NSS GA700 Gateway Appliance 1 FS-AGTHTWNLN Hypertronic backup Accelerator-Windows 2 FS-NSSTSSGLD-G Storage Capacity - 5TB 3 FS-NSSTSSGLD-G Storage capacity - 5TB 2 FS-NSSTSSGLD-G Storage Capacity - 25TB 1 FS-NSSTSSGLD-G Client Package for Backup Server - Windows, Linux 1 FS-NCDTSUGAS-U Upgrade Assurance				29,776.00	

TOTAL CARRIED FORWARD TO 181 PAGE (ITEM 17(H))

\$29,776.00

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52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (May 2011)

(a) *Definitions.* As used in this clause -

"Postconsumer fiber" means-(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

1552.211-79 Compliance with EPA Policies for Information Resources Management. (JAN 2012)

Compliance with EPA Policies for Information Resources Management

(a) *Definition.* Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) *General.* The Contractor shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information policy Web site. Upon receipt of a work request (i.e. delivery order, task order, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.

(c) *Section 508 requirements.* Contract deliverables are required to be compliant with Section 508 requirements. The Environmental Protection Agency policy for 508 compliance can be found on the Agency's Directive System identified in section (d) of this clause under policy number CIO 2130.0, Accessible Electronic and Information Technology. Additional information on Section 508 including EPA's

508 policy can be found at www.epa.gov/accessibility.

(d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoll8/>.

(End of clause)

1552.232-74 Payments-simplified acquisition procedures financing. (JUN 2006)

Simplified acquisition procedures financing in the form of advance payment(s) will be provided under this commercial item order in accordance with the payment schedule below. If both advance and interim payments are to be made, the payment schedule shown below will specify the type of payment provided for each line item.

The Government shall pay the contractor as follows upon the submission of invoices or vouchers approved by the project officer: To be determined at Award.

1552.233-70 Notice of filing requirements for agency protests. (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103 (d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

1552.235-79 Release of contractor confidential business information. (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 CFR Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42

U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of clause)

EPA-2012-10 Unpaid Federal Tax Liability & Felony Criminal Violation Certification

(a) In order to meet the requirements of Sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012 (Pub.L. 112-74), the contractor shall provide the contracting officer a certification whereby the contractor certifies:

(i) It is not a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months; and

(ii) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(b) Failure of the contractor to furnish a certification or provide such additional information as requested by the Contracting Officer may render the contractor ineligible for FY2012 contract funding.


(c) The contractor has a continuing obligation to update the subject certification as required.

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 7

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1 DATE OF ORDER 10/02/2012		2 CONTRACT NO (if any) GS-35F-43420		6 SHIP TO		
3 ORDER NO EP-G13B-00064		4 REQUISITION/REFERENCE NO PR-OAR-12-01165		e NAME OF CONSIGNEE NVFEL - Shipping and Receiving		
5 ISSUING OFFICE (Address correspondence to) OAR NVFEL SACO US Environmental Protection Agency USEPA Purchasing 2565 Plymouth Road Mail Code PURCH Ann Arbor MI 48105				b STREET ADDRESS US Environmental Protection Agency National Vehicle and Fuel Emissions 2565 Plymouth Road		
7 TO (b)(4)				c CITY Ann Arbor	e ZIP CODE MI 48105	
8 NAME OF CONTRACTOR PROMARK TECHNOLOGY, INC.				f SHIP VIA		
b COMPANY NAME				8 TYPE OF ORDER		
c STREET ADDRESS 10900 PUMP HOUSE ROAD SUITE B				<input type="checkbox"/> a PURCHASE <input checked="" type="checkbox"/> b DELIVERY REFERENCE YOUR Quote 0118815 Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated		
a CITY ANNAPOLIS JUNCTION		e STATE MD		f ZIP CODE 207011102		
9 ACCOUNTING AND APPROPRIATION DATA See Schedule				10 REQUISITIONING OFFICE OAR NVFEL SACOS		
11 BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a SMALL <input type="checkbox"/> b OTHER THAN SMALL <input type="checkbox"/> c DISADVANTAGED <input type="checkbox"/> d WOMEN-OWNED <input type="checkbox"/> e HUBZone <input type="checkbox"/> f SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h EDWOSB				12 FOB POINT Destination		
13 PLACE OF		14 GOVERNMENT B/L NO		15 DELIVER TO FOB POINT ON OR BEFORE (Date) 11/01/2012		
a INSPECTION Destination		b ACCEPTANCE Destination		16 DISCOUNT TERMS		
17. SCHEDULE (See reverse for Rejections)						
ITEM NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: (b)(4) Project Officer: Jaspreet Gill (734) 214-4539 TOPO: Jaspreet Gill Continued ...					
18 SHIPPING POINT		19 GROSS SHIPPING WEIGHT		20 INVOICE NO		17(h) TOTAL (Cont pages)
21 MAIL INVOICE TO						
a NAME RTP Finance Center				\$38,865.00		17(i) GRAND TOTAL
b STREET ADDRESS (or P O Box) US Environmental Protection Agency RTP-Finance Center (D143-02) 109 TW Alexander Drive				\$38,865.00		
c CITY Durham		d STATE NC	e ZIP CODE 27711			
22 UNITED STATES OF AMERICA BY (Signature) 				23 NAME (Typed) Annette Niedermier TITLE CONTRACTING/ORDERING OFFICER		

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ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO

2

IMPORTANT. Mark all packages and papers with contract and/or order numbers

DATE OF ORDER

CONTRACT NO

10/02/2012

GS-35F-4342D

ORDER NO

EP-G13B-00064

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>Admin Office:</p> <p>OAR NVFEL SACO</p> <p>US Environmental Protection Agency</p> <p>USEPA Purchasing</p> <p>2565 Plymouth Road</p> <p>Mail Code PURCH</p> <p>Ann Arbor MI 48105</p> <p>Accounting Info:</p> <p>12-13-C-56D2-101A61-2515-LSLMIABS-1156L1E095</p> <p>-002 BFY: 12 EFY: 13 Fund: C Budget Org:</p> <p>56D2 Program (PRC): 101A61 Budget (BOC):</p> <p>2515 Job #: LSLMIABS DCN - Line ID:</p> <p>1156L1E095-002</p> <p>Backup tape library with cables, cards, main & expansion unit and tapes per the attached Statement of Work/Specifications.</p>				38,865.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$38,865.00

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OPTIONAL FORM 348 (Rev 4/2008)

Prescribed by GSA FPMR (41 CFR) 101-11.6

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Section 2

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (May 2011)

(a) *Definitions.* As used in this clause -

"Postconsumer fiber" means-(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

1552.211-79 Compliance with EPA Policies for Information Resources Management. (JAN 2012)

Compliance with EPA Policies for Information Resources Management

(a) *Definition.* Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) *General.* The Contractor shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information policy Web site. Upon receipt of a work request (i.e. delivery order, task order, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the

Agency's IRM policies, standards, and procedures.

(c) Section 508 requirements. Contract deliverables are required to be compliant with Section 508 requirements. The Environmental Protection Agency policy for 508 compliance can be found on the Agency's Directive System identified in section (d) of this clause under policy number CIO 2130.0, Accessible Electronic and Information Technology. Additional information on Section 508 including EPA's 508 policy can be found at www.epa.gov/accessibility.

(d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

(End of clause)

1552.233-70 Notice of filing requirements for agency protests. (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103 (d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

1552.235-79 Release of contractor confidential business information. (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 CFR Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

- (1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);
- (2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;
- (3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;
- (4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of clause)

EPA-H-09-107 UNPAID FEDERAL TAX LIABILITY & FELONY CRIMINAL VIOLATION CERTIFICATION

(a) In order to meet the requirements of Sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012 (Pub.L. 112-74), the contractor shall provide the contracting officer a certification whereby the contractor certifies:

(i) It is not a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months; and

(ii) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(b) Failure of the contractor to furnish a certification or provide such additional information as requested by the Contracting Officer may render the contractor ineligible for FY2012 contract funding.

(c) The contractor has a continuing obligation to update the subject certification as required.

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 6

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1 DATE OF ORDER

03/19/2014

2 CONTRACT NO (If any)
GS-35F-4342D

5 SHIP TO

a NAME OF CONSIGNEE

NVFEL - Shipping and Receiving

3 ORDER NO

EP-G14B-00097

4 REQUISITION/REFERENCE NO

PR-OAR-13-01493

5 ISSUING OFFICE (Address correspondence to)

OAR NVFEL SACO

US Environmental Protection Agency

USEPA Purchasing

2565 Plymouth Road

Mail Code PURCH

Ann Arbor MI 48105

b STREET ADDRESS

US Environmental Protection Agency

National Vehicle and Fuel Emissions

2565 Plymouth Road

c CITY

Ann Arbor

d STATE

MI

e ZIP CODE

48105

7 TO (b)(4)

f SHIP VIA

8 NAME OF CONTRACTOR

Promark Technology, Inc.

9 TYPE OF ORDER

b. COMPANY NAME

c STREET ADDRESS

10900 PUMP HOUSE ROAD SUITE B

8006340255

a PURCHASE

REFERENCE YOUR

☒ b DELIVERY

Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract

Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated

d CITY

ANNAPOLIS JUNCTION

e STATE

MD

f ZIP CODE

207011102

9 ACCOUNTING AND APPROPRIATION DATA

See Schedule

10 REQUISITIONING OFFICE

Laboratory Operations Division

11 BUSINESS CLASSIFICATION (Check appropriate box(es))

☒ a SMALL

☐ b OTHER THAN SMALL

☐ c DISADVANTAGED

☐ d WOMEN-OWNED

☐ e HUBZone

☐ f SERVICE-DISABLED

☐ g WOMEN-OWNED SMALL BUSINESS (WOSB)

☐ h ELIGIBLE UNDER THE WOSB PROGRAM

☐ i EDWOSB

12 F.O.B. POINT

Destination

13 PLACE OF

14. GOVERNMENT B/L NO

15 DELIVER TO F.O.B. POINT

ON OR BEFORE (Date)

04/25/2014

16 DISCOUNT TERMS

a INSPECTION

Destination

b. ACCEPTANCE

Destination

17. SCHEDULE (See reverse for Rejections)

ITEM NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: (b)(4) Nexsan Hard Drives Project Officer: Fazal Mahmud: (734)214-4889 TOPO: Fazal Mahmud Continued ...					

18 SHIPPING POINT

19 GROSS SHIPPING WEIGHT

20 INVOICE NO

17(h)
TOTAL
(Cont.
pages)

21 MAIL INVOICE TO

a NAME

ATTN: Annette Niedermier

\$12,669.02

b STREET ADDRESS
(or P.O. Box)

Environmental Protection Agency
2565 Plymouth Rd

\$12,669.02

c CITY

Ann Arbor

d STATE

MI

e ZIP CODE

48105

17(i)
GRAND
TOTAL

SEE BILLING
INSTRUCTIONS
ON REVERSE

22. UNITED STATES OF

AMERICA BY (Signature)

19 MAR 2014

23. NAME (Typed)

Annette Niedermier

TITLE: CONTRACTING/ORDERING OFFICER

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ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers

DATE OF ORDER CONTRACT NO

03/19/2014 GS-35F-4342D

ORDER NO

EP-G14B-00097

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	Admin Office: OAR NVFEL SACO US Environmental Protection Agency USEPA Purchasing 2565 Plymouth Road Mail Code PURCH Ann Arbor MI 48105 Accounting Info: 13-14-C-56D2-102A61-3146-LSLMIABS-1356L3E162 -001 BFY: 13 EFY: 14 Fund: C Budget Org: 56D2 Program (PRC): 102A61 Budget (BOC): 3146 Job #: LSLMIABS DCN - Line ID: 1356L3E162-001 Nexsan 2 TB Hitachi Disk/7200 RPM - 13 @ \$974.54 EA = \$12,669.02				12,669.02	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$12,669.02

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OPTIONAL FORM 348 (Rev. 4/2004)
Prescribed by GSA FAR (48 CFR) 101-11.6

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EPAAR 1552.233-70 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS. (JUL 1999).....	5
EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION. (APR 1996).....	5

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (1) Any such clause is unenforceable against the Government.
- (2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (JAN 2012)

Compliance with EPA Policies for Information Resources Management

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

- (1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.
- (2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.
- (3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.
- (4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information policy Web site. Upon receipt of a work request (i.e. delivery order, task order, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.

(c) *Section 508 requirements (accessibility).* Contract deliverables are required to be compliant with Section 508 requirements (accessibility for people with disabilities). The Environmental Protection Agency policy for 508 compliance can be found at www.epa.gov/accessibility.

(d) *Electronic access.* A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/policies/index.html>.

(End of clause)

EPAAR 1552.233-70 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS. (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103 (d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 CFR Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of clause)

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

7

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1 DATE OF ORDER 02/01/2016		2 CONTRACT NO. (if any) GS-35F-43420		8. SHIP TO	
3 ORDER NO EP-G16B-00137		4 REQUISITION/REFERENCE NO PR-OAR-15-01724		a NAME OF CONSIGNEE NVFEL - Shipping and Receiving	
5 ISSUING OFFICE (Address correspondence to) OAR NVFEL SACO US Environmental Protection Agency USEPA Purchasing 2565 Plymouth Road Mail Code PURCH Ann Arbor MI 48105				b STREET ADDRESS US Environmental Protection Agency National Vehicle and Fuel Emissions 2565 Plymouth Road	
7 TO (b)(4)				c CITY Ann Arbor	e. ZIP CODE 48105
a NAME OF CONTRACTOR Promark Technology, Inc.				f. SHIP VIA	
b COMPANY NAME				8. TYPE OF ORDER	
c STREET ADDRESS 10900 PUMP HOUSE ROAD SUITE B				<input type="checkbox"/> a PURCHASE <input checked="" type="checkbox"/> b DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d CITY ANNAPOLIS JUNCTION		e. STATE MD	f. ZIP CODE 20701	Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any including delivery as indicated	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10 REQUISITIONING OFFICE OAR NVFEL SACOS	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					
13 PLACE OF		14 GOVERNMENT B/L NO		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 03/01/2016	
a INSPECTION	b. ACCEPTANCE			16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: (b)(4)					
	VMware vSphere 6 Essentials Plus Kit for 3 hosts (Max 2 processors per host) plus 3 years of Production service and Support Continued ...					

18 SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO						
a NAME RTP Finance Center		\$7,051.70				17(i) GRAND TOTAL
b. STREET ADDRESS (or P O Box) US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts		\$7,051.70				
c CITY Durham		d STATE NC	e ZIP CODE 27711			

22 UNITED STATES OF AMERICA BY (Signature)		23. NAME (Typed) Annette Carpenter TITLE: CONTRACTING/ORDERING OFFICER	
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ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER
02/01/2016

CONTRACT NO.
GS-35F-4342D

ORDER NO.
EP-G16B-00137

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Delivery 30 days after award</p> <p>TOCOR: Fidel Galano Admin Office: OAR NVFEL SACO US Environmental Protection Agency USEPA Purchasing 2565 Plymouth Road Mail Code PURCH Ann Arbor MI 48105</p> <p>Accounting Info: 15-16-C-56D2-101A46-2515-LSLMIABZ-1556L5E075 -002 BFY: 15 EFY: 16 Fund: C Budget Org: 56D2 Program (PRC): 101A46 Budget (BOC): 2515 Job #: LSLMIABZ DCN - Line ID: 1556L5E075-002</p>					
0001	<p>Item 1: VMware vSphere 6 Essentials Plus Kit for 3 hosts (Max 2 processors per host) P/N: VS6-ESP-KIT-F Quantity 1 - \$ (b)(4) ea</p> <p>Item 2: 3 years of Production Service and Support P/N: VS6-ESP-KIT-3P-SSS-F Quantity 1 - \$ (b)(4) ea</p>				7,051.70	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$7,051.70	

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CLAUSES

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (JAN 2012)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information policy Web site. Upon receipt of a work request (i.e. delivery order, task order, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.

(c) *Section 508 requirements (accessibility)*. Contract deliverables are required to be compliant with Section 508 requirements (accessibility for people with disabilities). The Environmental Protection Agency policy for 508 compliance can be found at www.epa.gov/accessibility.

(d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpol8/policies/index.html>.

(End of clause)

1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 CFR Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of clause)

EPA-H-03-101 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to comply with the provisions of this clause.

EPA-H-09-107 UNPAID FEDERAL TAX LIABILITY & FELONY CRIMINAL VIOLATION CERTIFICATION (APR 2012)

(a) In order to meet the requirements of Sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012 (Pub.L. 112-74); 2013 Continuing Appropriations Resolution (Pub.L. 112-175); Consolidated and Further Continuing Appropriations Act, 2013 (Pub.L. 113-6); Continuing Appropriations Act, 2014 (Pub.L. 113-46), and subsequent relevant appropriations acts, the contractor shall provide the contracting officer a certification whereby the contractor certifies:

(i) It is not a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months; and

(ii) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(b) Failure of the contractor to furnish a certification or provide such additional information as requested by the contracting officer may render the contractor ineligible for FY 2012, 2013, 2014 or subsequent FY contract funding.

(c) The contractor has a continuing obligation to update the subject certification as required.

EP-G11B-00039

Cindy Farquharson

EP-G12B-00045

Lowest Price Technically Acceptable

EP-G12B-00049

Lowest Price Technically Acceptable

EP-B12B-00052

Lowest Price Technically Acceptable

EP-G13B-00064

Lowest Price Technically Acceptable

EP-G14B-00097

Lowest Price Technically Acceptable

EP-G16B-00037

Lowest Price Technically Acceptable